

24-0394  
05-12

WORK DUES,  
CUMULATIVE

NEGOTIATIONS CONTRACT

between

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

and

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

for school year

1971-1972

PREAMBLE

This Agreement entered into this                    day of  
1971, by and between the Board of Education of Lower Cape May  
Regional School District, Cape May, New Jersey, hereinafter  
called the "Board," and the Lower Cape May Regional Education  
Association, hereinafter called the "Association."

Whereas, the parties have reached certain understandings  
which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it  
is hereby agreed as follows:

## TABLE OF CONTENTS

### PREAMBLE

ARTICLE	PAGE
I. RECOGNITION	1
II. NEGOTIATION PROCEDURE	2
III. GRIEVANCE PROCEDURE	4
IV. TEACHER RIGHTS	8
IVa. MANAGEMENT RIGHTS	10
V. ASSOCIATION RIGHTS AND PRIVILEGES - DUTIES	12
VI. SCHOOL CALENDAR AND SCHEDULE	14-14a
VII. TEACHING HOURS AND TEACHING LOAD	15
VIII. CLASS SIZE	17
IX. NON-TEACHING DUTIES	18
X. TEACHER EMPLOYMENT	19-20
Xa. SALARY GUIDE	20a
XI. SALARIES AND SCHEDULE	21
XII. TEACHER ASSIGNMENT	22
XIII. TEACHER EVALUATION	23
XIV. SICK LEAVE AND LEAVES OF ABSENCE	26
XV. SUBSTITUTES	29
XVI. PROTECTION OF TEACHERS	31
XVII. MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	32
XVIII. INSURANCE PROTECTION	33
XIX. PERSONAL AND ACADEMIC FREEDOM	34
XX. BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES	35

TABLE OF CONTENTS (Continued)

XXI.	DUES DEDUCTION AND AUTHORIZATION FORM	36-37
XXII.	MISCELLANEOUS PROVISIONS	38
XXIII.	DEDUCTION FROM SALARY	39
XXIV.	EXTRA CURRICULAR	40
XXV.	DURATION OF AGREEMENT	41

## ARTICLE 1

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board, including:

Classroom Teachers, Nurses, Librarians, Reading Teacher,  
Principal, Vice-Principal, Co-curricular Sponsors, Guidance  
Personnel, and Permanent Substitute.

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin not later than during the first week of October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. The Board agrees to notify the Association at regular Board meetings of any state or federal funds made available and consider recommendations relative to its disposal.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 1. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

#### 2. Definitions

- a. A "grievance" is any alleged violation of this agreement or any dispute with respect to all matters concerning the terms and conditions of teachers employment.
- b. A "teacher" is any person in the unit covered by this Agreement.
- c. An aggrieved party is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the Board.

#### 3. Submission of Grievances

- a. Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the

aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

c. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

d. 1) A teacher or group of teachers may submit grievances which effect them personally and shall submit such grievances to the Principal.

2.) The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools.

3.) The Board or Association may present potential grievances to a committee composed of five members; two Board members, two Associationmembers and Superintendent of Schools.

#### 4. Grievance Procedure

e. The Principal shall respond in writing to each grievance received. If, at any time, an aggrieved party is not satisfied with the response of the Principal or if no response is received within one calendar week after the submission of a grievance,

such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.

b. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.

c. Within two weeks after receiving a grievance from the Board, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.

d. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within thirty (30) days after receiving the statement, refer the grievance to arbitration by requesting that an Office of the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.

## 5. Arbitration

a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and of the Association shall strike names from the list until one ultimately is designated as the arbitrator.

b. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which

requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

c. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.

d. The election to submit a grievance to arbitration shall automatically be waiver of all other remedies or forums which otherwise could be available.

ARTICLE IV  
TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges may be with pay within the discretion of the board.

E. Teachers shall not use their institutional privileges for private gain at the expense of the students.

F. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the education profession.

G. Nothing in this agreement shall be construed to alter the obligation and duties of persons in public employment under Article I, paragraph 19 of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this State.

## ARTICLE IV

### MANAGEMENT RIGHTS

The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the right:

- (1) To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils.
- (2) To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other

employees with respect thereto, and extra curricular activities, and  
the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGE

A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and the superintendent shall be notified of the time and place of such official's presence.

C. The Association and its representatives have the right to use school buildings at all reasonable hours for meetings, within the discretion of the superintendent. The superintendent will be notified in advance of the time and place of all such meetings.

D. The Association has the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of educational equipment at reasonable times, when such equipment is not otherwise in use, within the discretion of the Superintendent.

E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its member

F. The Association shall assist the Administration in the orientation of new teachers and designated teachers will assist new teachers during the new teachers first year of employment.

G. All business conducted on behalf of the Association relating to negotiations shall be conducted after those hours generally designated as the normal school day.

ARTICLE VI

SCHOOL CALENDAR

A. The proposed school calendar for 1971-1972 shall be set forth in Schedule E attached hereto and made a part hereof.

B. The Association may make recommendations concerning the school calendar for the consideration of the Board.

C. For the school year 1971-72 the in-school work year of teachers shall conform to the official calendar approved by the Board.

D. Final approval of the school calendar shall rest with the Board.

School Calendar - 1971-72

Sept. - 17 days

M	T	W	T	F
7	8	9	10	Sept. 7-Teacher Orientation Day
13	14	15	16	Sept. 8-Pupil
20	21	22	23	Return
27	28	29	30	

Feb. - 20 days

M	T	W	T	F
		1	2	3
		7	8	9
		14	15	16
X	22	23	24	25
		28	29	

Feb. 19-President's Day

Oct. - 20 days

M	T	W	T	F
		Oct. 11-Columbus Day		
4	5	6	7	8
X	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Mar. - 21 days

M	T	W	T	F
		X	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	X

Mar. 1-C.E.A Meeting  
Mar. 30-1:00P.M. Dismissal- Easter vacation Mar. 31 thru April 3.

Nov. - 18 days

M	T	W	T	F
1	2	3	X	X
8	9	10	11	12
15	16	17	18	19
22	23	24	X	X
29	30			

Nov. 4,5-N.J.E.A. Convention  
Nov. 25,26-Thanksgiving - 1:00P.M.  
Dismissal 24th

April - 19 days

M	T	W	T	F
X	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Apr. 3-Easter Monday

Dec. - 13 days

M	T	W	T	F
		Xmas Dismissal Dec. 17th at 1:00P.M.		
8	9	10	Vacation Dec. 17	
13	14	15	16	17
X	X	X	X	
X	X	X	X	

thru Jan. 2.

May - 22 days

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
X	30	31		

May 29-Memorial Day

Jan. - 21 days

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Return Jan. 3

June - 12 days

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16

Total Days
Pupils: 183
Teachers: 187

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

Any teacher who performs homebound instruction will be compensated at \$8.00 per hour.

B. The Principal shall be charged with scheduling yearly the daily teaching load in the junior and senior high school so that there may be six (6) teaching periods which should not exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article. In such scheduling the Principal shall in his discretion comply with such provisions for yearly scheduling.

C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths (or equal to students):

a. Junior High School - 40 minutes

b. Senior High School - 25 minutes.

2. Teachers may leave the building with administrative permission during their schedule duty-free periods, but will sign in and out at such time.

D. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

2. The notice of and agenda for any meetings shall be given to

the teachers involved at least one (1) day prior to the meeting.

Teachers shall have the opportunity to suggest items for the agenda.

E. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

1. Junior High School - 1 unassigned period
2. Senior High School - 1 unassigned period
3. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.
4. The administration may require a teacher to perform a necessary task.

F. Exceptions to the provisions of Sections A.B. C. and E above, may be made only in cases of emergency.

G. Teacher participation in extra-curricular activities, as set forth in Schedule C. shall be voluntary, and shall be compensated according to the rate of pay and/or release time in Schedule C.

Extra curricular activities other than those set forth in Schedule C shall be voluntary and carried on without compensation.

H. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available to designated supervisors or administrators.

I. Teachers shall be punctual in reporting to school, at meetings and to all of their assignments.

## ARTICLE VIII

### CLASS SIZE

A. It is agreed between the parties that in the interest of the educational process, and the school system, the maximum number of pupils for a six (6) period teaching day for each teacher should be in the range of 150 to 180 pupils or 25 to 30 pupils per class. The Board agrees that such range shall be sought to be maintained within the capacity of teaching facilities, the number of adequate teaching stations, the number of adequate pupil stations available in the respective teacher's room, the appropriateness of the room to the content of the course, the methods of instruction to be employed, the prior preparation of teachers, the availability of equipment for adequate teacher demonstration and student use, and any other conditions which affect the health, safety and supervision of the pupils.

Such class sizes within the range agreed upon shall be determined within the foregoing guidelines by the administrator within his discretion.

## ARTICLE IX

### NON-TEACHING DUTIES

A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance approval of the principal.

He shall be compensated at the rate of ten (10) cents per mile for the use of his own automobile.

B. Extra-curricular activities - Each teacher should generally and voluntarily sponsor some one extra-curricular activity as a natural outcome or interest of their subject matter preparation.

C. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.

D. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.

ARTICLE X

TEACHER EMPLOYMENT

A. The Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.

B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971-72 school year in accordance with paragraph 2 below.

2. Full credit shall be given for previous outside teaching experience in a duly accredited public, private or parochial school upon initial employment in accordance with the provisions of Schedule A; such teachers as are presently employed shall be brought up to scale over a two year period. Full credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

C. Teachers with previous teaching experience in the Lower Cape May Regional School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section B above.

D. Previously accumulated unused sick leave days will be restored to all returning teachers, as specified in paragraphs B and C. Teachers formerly employed in the school system may have all accumulated sick days credited to them upon return within the discretion of the Board.

E. Teachers shall be notified of their contract and salary status for the ensuing year no later than the first week in April.

F. Contractual Obligations. - Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history shall be subject to appropriate action by the Board, and/or Association and/or Superintendent.

G. Teachers Handbook - All teachers shall abide by and refer to the teachers handbook which is declaratory of administrative policy or Board policy in matters not included in this contract.

## ARTICLE Xa

*School District*

**LOWER CAPE MAY REGIONAL HIGH SCHOOL TEACHER SALARY  
GUIDE FOR 1971-72 with \$350.00 annual increments  
and five-year service increments after 12th step,  
i.e 17th year at \$300.00 each.**

<u>Years of Employment</u>	<u>Non Degree</u>	<u>Bachelor's</u>	<u>B.A.+30</u>	<u>Master's</u>	<u>MA+30</u>	<u>Doctorate</u>
1	7100.	7700.	8000.	8300.	8900.	9200.
2	7450.	8050.	8350.	8650.	9250.	9550.
3	7800.	8400.	8700.	9000.	9600.	9900.
4	8150.	8750.	9050.	9350.	9950.	10,250.
5	8500.	9100.	9400.	9700.	10,300.	10,600.
6	8850.	9450.	9750.	10,050.	10,650.	10,950.
7	9200.	9800.	10,100.	10,400.	11,000.	11,300.
8	9550.	10,150.	10,450.	10,750.	11,350.	11,650.
9	9900.	10,500.	10,800.	11,100.	11,700.	12,000.
10	10,250.	10,850.	11,150.	11,450.	12,050.	12,350.
11	10,600.	11,200.	11,500.	11,800.	12,400.	12,700.
12	10,950.	11,550.	11,850.	12,150.	12,750.	13,050.
17	+300.	+300.	+300.	+300.	+300.	+300.
22	+300.	+300.	+300.	+300.	+300.	+300.
27	+300.	+300.	+300.	+300.	+300.	+300.
32	+300.	+300.	+300.	+300.	+300.	+300.
37	+300.	+300.	+300.	+300.	+300.	+300.

Permanent Substitutes shall be paid a salary of \$5500.00 per year on one year contract only, and shall not be included in or subject to any salary guide.

## ARTICLE XI

### SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Pay days shall be the fifth and twentieth of each month.

3. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. This must be an annual commitment.

4. When a pay day falls on or during a school or legal holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

5. Teachers shall receive their final checks on the last working day in June.

6. Administrative salaries shall be 1.50 for the principal, and 1.25 for the assistant principal, times the salary he would be making on his particular <sup>PX</sup> separation place on the official teachers salary guide.

## ARTICLE XII

### TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year, at the discretion of the administrator and not later than ten (10) days before the beginning of school, except in an emergency.

2. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The superintendent shall give notice of assignments to new teachers as soon as practicable.

3. Teachers should attend general, special and parent teachers Association meetings as designated by the Administration.

4. Teachers shall regularly participate in curricular development individually and in committee to provide an on-going educational program to serve the needs of the students in the school district.

5. Teachers shall seek supervisory assistance when needed and accept supervisions as provided by the school system.

## ARTICLE XIII

### TEACHER EVALUATION

A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

2. Teachers will be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. A Teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator at the conclusion of the conference, which shall be one week after the evaluation. No such evaluation shall be placed in the teachers file or otherwise acted upon without prior conference with the teacher.

B. 1. A teacher shall have the right, upon request, to review his evaluation material at least once a year, and to receive one copy at Board expense of any material contained therein. A teacher may be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The superintendent or his designee shall make the final decision.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his evaluation material unless the teacher has had an opportunity to review the material. The

teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish any separate evaluative file which is not available for the teacher's inspection.

C. 1. Prior to any annual evaluation report, the immediate supervisor or a nontenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to nonsupervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Weaknesses of the teacher as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.

D. Final evaluation of teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the evaluative file of such teacher after severance or otherwise than in accordance with the procedure set forth in this article.

## ARTICLE XIV

### SICK LEAVE

#### AND LEAVES OF ABSENCE

A. As of September 1, 1971, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit, except for permanent substitute who shall have 10 non-accumulative sick leave days each year. After three (3) consecutive days, a doctor's certification is required.

B. 1. Three (3) days emergency leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

No personal day shall precede or follow a holiday or vacation period except in case of an emergency.

2. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any other legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

3. In cases where quarantine is enacted there shall be no loss of pay.

4. Critical illness or death in immediate family such as a spouse, children, mother, father, sister or brother, shall constitute an excused absence up to five (5) days per year. Such absence shall not result in loss of personal days.

5. Employees shall be placed on maternity leave without pay on or about the seventh (7th) month of pregnancy.

6. Other leaves of absence with or without pay, may be granted by the Board for good reason. Upon return employee shall have all benefits normally accrued during his absence.

7. Misuse of leave shall result in forfeiture of pay and/or professional censure for violation of school policy and the Code of Ethics.

C. A sabbatical leave of absence for one or one-half school year may be granted by the Board of Education to any professional employee on written request for study or reasons of health, upon the following conditions:

1. Recommendation of the Superintendent and approval of the Board.

2. The applicant must have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School District.

3. Application in writing therefor must be filed with the Superintendent not later than March 1 of the preceding school year.

This application shall state fully the purpose or purposes for which leave is requested. Board of Education shall notify applicant in writing of approval or disapproval, no later than the 1st week of April, following filing of said application.

4. Upon receiving permission and upon termination of said leave, the applicant shall resume his service at the opening of the ensuing school year and continue for not less than two years. (A professional employee shall receive no compensation while on sabbatical leave in any outside employment without prior written approval of the Board of Education.)

5. An application for leave of absence for improvement of health must be accompanied by a certificate from the attending physician as to the necessity therefor.

6. The period of sabbatical leave shall count as regular employment in this school district.

7. No more than one staff member may have such leave in any one year.

8. Such professional employee during the period of a one year sabbatical leave shall receive 1/2 salary therefor and during the period of a 1/2 year sabbatical leave shall receive full salary therefor.

## ARTICLE XV

### SUBSTITUTES

A. 1. Beginning with the 1971-72 school year, the Board agrees to try to maintain an adequate list of substitute teachers. Teachers who are going to be absent from school must notify the vice-principal not later than 7:00 a. m. on the day they will be unavailable for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

2. Pay for substitutes shall be established as follows:

- a. A certified (degree) teacher, teaching in his certified field - \$30.00.
- b. A certified teacher, teaching out of his certified field - \$25.00.
- c. Non-certified teachers - \$20.00.

3. Beginning with the 1971-72 school year, the Board agrees to establish and hire one (1) permanent substitute who shall be employed full time to serve in positions to which he may be assigned from day to day. Such a teacher shall be required to work each school day in the particular position and school to which he is assigned for that day, and may be assigned to fill positions of teachers who are temporarily absent. All rights and privileges of the contract except as otherwise specifically stated here, shall apply to said permanent substitute, subject to the statutes of the State of New Jersey and rules of the State Board of Education.

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as substitutes.

C. In case of emergencies, teachers shall substitute during their planning periods. This shall be kept to an absolute minimum by the Administration.

ARTICLE XVI

PROTECTION OF TEACHERS

A. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his duties, the teacher shall not forfeit any sick leave or personal leave.

Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher, as determined by a doctor, when absence arises out of or from assault or injury.

B. A school nurse shall be scheduled for the entire school day.

## ARTICLE VII

### MAINTENANCE OF CLASSROOM CONTROL

#### AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him to the next higher authority, namely the vice principal and principal.
- C. If within three (3) days of presentation<sup>76</sup> the principal, the matter is not resolved to the satisfaction of all concerned, the superintendent, within three days shall render a written decision concerning the case. If still not resolved, it may be presented by the PR & R committee of the Association to the Board of Education.
- D. Teachers shall be responsible for the supervision of school property and for school materials assigned to them and for maintenance and completion of all records as required by the Administration.

ARTICLE X

INSURANCE PROTECTION

A. For the school year 1971-72 the Board of Education will assume the full cost for the coverage as set forth in the Public and School Employees' Health Benefits Program for the individual and one-half the family coverage. It is agreed that the Board will pay for any rate increases for the individual teacher. The employee will assume and pay for the cost of any rate increases for the family. If a teacher does not renew his contract for the following school year, he shall be held responsible for reimbursement of the insurance payment made by the Board for the summer months of July, August and September of that year.

B. The Board shall provide to each teacher upon employment, a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.

## ARTICLE XIX

### PERSONAL AND ACADEMIC FREEDOM

A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to express Board policy.

In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board and subject to Board policy.

## ARTICLE XX

### BOOKS AND OTHER INSTRUCTIONAL

### MATERIALS AND SUPPLIES

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity and quality to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their principal or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.

B. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.

C. Teachers shall be a part of all textbook selection.

ARTICLE XXI

DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its teachers dues for the Lower Cape May Regional Education Association, the Cape May County Education, the New Jersey Education Association or the National Education Association, as teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections shall be transmitted to the treasurer of the Lower Cape May Regional Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the form set forth on the following page.

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To Disbursing Officer \_\_\_\_\_ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership due as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all its officers from any liability therefrom.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.

ARTICLE XXIII  
DEDUCTION FROM SALARY

A. 1. I designate the Lower Cape May Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Lower Cape May Regional Education Association \_\_\_\_\_

Cape May County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduction from teachers' salaries money for local, state and for national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

## SCHEDULE C

EXTRA CURRICULAR

The following extra curricular activities shall carry compensation as follows:

## ATHLETIC:

Athletic Director	- - - - -	1100.00
Athletics Business Manager	- - - - -	400.00

## FOOTBALL:

Head Coach	- - - - -	1000.00
Assistants (3) @	- - - - -	550.00
Assistants (1) @	- - - - -	450.00

## BASKETBALL

Head Coach	- - - - -	900.00
Assistant (1) @	- - - - -	500.00
Assistant (1) @	- - - - -	350.00

## BASEBALL

Head Coach	- - - - -	800.00
Assistant (1)	- - - - -	400.00

## TRACK

Head Coach	- - - - -	700.00
Assistant (1)	- - - - -	350.00

WRESTLING - - - - - 450.00

GOLF - - - - - 350.00

CROSS COUNTRY - - - - - 350.00

**SCHEDULE C - EXTRA CURRICULAR (Cont'd)**

**GIRL'S ATHLETICS** - - - - - 400.00

7th and 8th Grade Athletics - - - - - 450.00

## **NON-ATHLETIC:**

Cheerleaders - 350.00

**MAJORETTES** - - - - - 200.00

## **STUDENT COUNCIL (2)**

## SCHOOL PLAYS

**Senior High** 250.00

**SCHOOL STORE (2)**

## **ARTICLE XV**

### **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written above.

**LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION**

**President**

**Secretary**

**LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION**

**President**

**Secretary**